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IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LONZO ANDERSON, et al.,)	CASE NO. 05-CV-F-01498-FVS-SMS
)	
Plaintiffs)	STIPULATION RE APPROVAL OF
v.)	SETTLEMENT AGREEMENT AND
COUNTY OF TULARE,)	DISMISSAL WITH PREJUDICE
Defendant.)	AND ORDER
		THEREON

STIPULATION

The parties to the above captioned action hereby stipulate as follows:

1. Plaintiffs Lonzo Anderson, et al. (collectively "Plaintiffs") are presently or were previously employed by the County of Tulare ("Defendant"). Plaintiffs and the Defendant shall be collectively referred to as "Parties" herein.
2. Plaintiffs filed the above captioned action ("Action") on behalf of themselves and others similarly situated alleging violations of the Fair Labor Standards Act (29 U.S.C. § 201 et seq.) ("FLSA"). The Court has jurisdiction over the subject matter of this action and over the parties.

3. The Defendant filed an Answer to the Complaint denying its material allegations and asserting affirmative defenses thereto.
4. The Parties dispute the applicability of the FLSA to the facts as alleged in the Complaint.
5. The Parties have engaged in extensive negotiations in an attempt to resolve their differences, and throughout these negotiations all Parties were, and continue to be, represented by counsel experienced in wage and employment matters.
6. The Parties wish to avoid the potential uncertainty, expense and delay of litigation and have therefore reached an agreement. The terms of the Parties' agreement are embodied in the Settlement Agreement and General Release of All Claims ("Settlement Agreement") which all Parties have executed. A copy of the Settlement Agreement is attached hereto and incorporated herein;
7. Courts have determined that the provisions of the FLSA are mandatory and cannot generally be abridged by contract or otherwise waived. *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352 (11th Cir. 1982). However, when employees bring a private action for compensation under the FLSA, and present the district court a proposed settlement, the district court may enter a judgment after scrutinizing the settlement for fairness. *Id.* at 1353;-
8. By entering into this Stipulation and requesting Court approval, the Parties do not intend that the Court should make any findings or determination regarding the law.
9. The Parties jointly request the Court approve of and enter the Stipulation and Order; IT IS THEREFORE STIPULATED, by and between the Parties, through their respective counsel, that:

1. The Settlement Agreement should be approved and this Stipulation and Order should be entered by the Court;
2. The Court should expressly reserve jurisdiction with respect to this Action for the purposes of enforcing the Settlement Agreement;
3. Upon the Court's approval of the Settlement Agreement, this Action should be dismissed with prejudice.

Dated: March 9, 2007

**MASTAGNI, HOLSTEDT, AMICK,
MILLER, JOHNSEN & UHRHAMMER**

By: /s/ David E. Mastagni
DAVID E. MASTAGNI
Attorneys for Plaintiffs

Dated: March 9, 2007

LIEBERT, CASSIDY, WHITMORE

By: /s/ Peter Brown
PETER BROWN
Attorneys for Defendant

Dated: March 9, 2007

**TULARE COUNTY
OFFICE OF THE COUNTY COUNSEL**

By: /s/ Teresa Saucedo
TERESA SAUCEDO
Attorney for Defendant

ORDER

The Court has carefully reviewed the Settlement Agreement, the proposed Stipulation and Order, and relevant Exhibits. Based upon a review of the record, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement, which is incorporated herein by reference, is approved as fair, reasonable and just in all respects as to the Plaintiffs, and the Parties shall perform the Settlement Agreement in accordance with its terms;
2. The Court expressly reserves jurisdiction with respect to this Action for the purposes of enforcing the Settlement Agreement;
3. The Court has made no findings or determination regarding the law, and this Stipulation and Order and any exhibits and any of the other documents or written materials prepared in conjunction with this Stipulation and Order shall not constitute evidence of, or any admission of, any violation of the law;
4. This Action is hereby dismissed with prejudice.

IT IS SO ORDERED.

Dated: March 13, 2007
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/s/ Anthony W. Ishii
UNITED STATES DISTRICT JUDGE